

was willing to take \$8,000 for it. . . . During the last days of December, 1906, Harton Walker, an estate agent, had been instructed by plaintiff to purchase 60 feet of land on King street, without restricting him as to price. Walker went among the estate agents to ascertain what properties were for sale. . . . Walker called at Strathy's office on 31st December, and asked what properties he had for sale, and this property, No. 190 King street, was mentioned, and defendant Hill, who was the manager of Strathy's office, said that the price, when the property was first placed with them, was \$8,000, but he thought it could then be bought for \$9,000, and he at once communicated by telephone with Dr. Graham, who acted for his mother, the owner. . . . Dr. Graham, after consulting with his mother, said that that sum would be accepted. . . . That was at once communicated to Walker, who stated that McGuire did not wish his name mentioned in connection with the intended purchase. . . . Mr. Smith, solicitor for Mrs. Graham, prepared an agreement in duplicate. . . . Defendant Hill, being apprehensive that the deal would fall through, said to Walker, "I will insert my name in the blank left for the intending purchaser, and push it through." This having been done, the agreement was signed by Mrs. Graham. . . . Mrs. Graham said that before she signed the document she asked who Hill was, and that Walker replied, "You need not have any hesitation about signing that, as he is a perfectly reliable person." . . .

Walker wrote to Smith on 2nd January, 1907: "To cover your objection and to satisfy the real purchaser, Mr. Hill made the offer to Mrs. Graham, and he has since assigned over all his right, title, and interest in the agreement to the real purchaser, Mr. George F. McGuire. . . ."

The question for decision simply resolves itself into this: Is Mrs. Graham, the vendor, who was, as she stated, ignorant that defendant Hill, with whom she entered into the contract of sale, was the manager of the business of Mr. Strathy, her agent and broker for the sale of the property, bound thereby?

Although Hill was, as I found at the conclusion of the trial, actuated by a desire to carry out the sale, solely for the benefit of Mrs. Graham, his non-disclosure that he was her agent for sale rendered the sale to him invalid at her option, on discovering that he was simply the clerk or manager of the business of her agent, Mr. Strathy. . . .